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Contract Database Metadata Elements

Title: **Village of Watkins Glen and Electric Department Employees Association of Watkins Glen (2006)**

Employer Name: **Village of Watkins Glen**

Union: **Electric Department Employees Association of Watkins Glen**

Local:

Effective Date: **06/01/06**

Expiration Date: **05/31/10**

PERB ID Number: **9478**

Unit Size:

Number of Pages: **25**

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COLLECTIVE^{BC\9478} BARGAINING AGREEMENT

by and between the

VILLAGE OF
WATKINS GLEN

and the

ELECTRIC
DEPARTMENT
EMPLOYEES
ASSOCIATION OF
WATKINS GLEN

June 1, 2006 – May 31, 2010

Received 8/24/06

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Village of Watkins Glen, hereinafter referred to as the “Village” or the “Employer”, and the Electric Department Employees Association of Watkins Glen, hereinafter referred to as the “Union.”

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Village are vested exclusively in the Village and the Village not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause in accordance with Section 75 of Civil Service Law; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Village unless expressly provided otherwise in this collective bargaining agreement.

3 UNION RIGHTS

3.1 Bargaining Unit

3.1.1 Recognition: The Village recognizes the Union as the exclusive collective-bargaining representative with respect to terms and conditions of employment that are mandatory subjects of negotiations for employees identified in 3.1.2, below.

3.1.2 Covered Employees: Included in the bargaining unit are all full-time employees employed in the Electric Department who regularly perform year-round work. Excluded from the bargaining unit are the Supervisor of Village Electric Department, supervisory employees, temporary employees, and clerical employees.

3.1.3 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a “full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

3.1.4 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on an “as-needed” basis or to replace an employee who is on an approved leave of absence.

3.1.5 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3.1.6 Supervisors Performing Unit Work: Supervisory employees may perform bargaining unit work to meet the operating needs of the department, provided it does not result in the reduction in the scheduled hours of a given full-time bargaining unit employee or interfere with the procedure for assigning additional hours under 5.1.3.

3.2 Leave for Contract Administration

3.2.1 Investigation and Presentation of Grievances: The Association will be allowed a reasonable amount of release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

3.2.2 Requests for Release Time: Requests for the use of release time shall be made to the Supervisor of the Electric Department as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Supervisor of the Electric Department.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: The probationary period for a full-time employee will be in accordance with the rules and regulations of the local Civil Service agency.

4.1.2 Failure to Successfully Complete Probationary Period: Probationary employees may be discharged at the sole discretion of the Village at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. Nothing in this Article shall require the Village to continue the employment of an employee who fails to qualify for permanent employment.

The probationary appointee is entitled to all of the economic benefits and terms of this Collective Bargaining Agreement, such appointee is, nevertheless, subject to discharge from the Department by the Village for any reason deemed sufficient by the Village and such discharge, if it occurs, shall not be subject to the grievance procedure.

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee's length of full-time continuous service with the Electric Department of the Village of Watkins Glen.

4.2.2 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.3 Leave of Absence: An employee who is on an approved leave of absence due to an on-the-job illness or injury shall be considered on the payroll for purposes of accruing seniority. An employee who is on an approved leave of absence due to an off-the-job illness or injury and who is receiving the New York State Disability benefit shall be considered on the payroll for purposes of accruing seniority. Otherwise, an employee will not accrue seniority while the employee is on an approved unpaid leave of absence beyond thirty calendar days or while the employee is in layoff status beyond thirty calendar days. Such leave will not be considered as a break in "continuous service".

4.3 Performance Appraisal

4.3.1 Purpose and Criteria: The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

4.3.2 Completion of Probationary Period: Performance reports filled out by the Supervisor of the Electric Department must be submitted to the Board of Trustees before the probationary period is completed.

4.3.3 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Supervisor of the Electric Department. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

4.3.4 Evaluation Procedure: The Supervisor of the Electric Department will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Supervisor of the Electric Department and the liaison from the Board of Trustees will meet with the employee to review the performance appraisal report.

4.3.5 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.3.6 Employee Reply: An employee's written comments, if any, will be included with the performance appraisal report.

4.4 Personnel File

4.4.1 Location of Files: All original personnel records for current employees will be kept in the Clerk/Treasurer's office and will be maintained and controlled by the Clerk/Treasurer. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Clerk/Treasurer.

4.4.2 Change in Status: An employee must immediately notify the Clerk/Treasurer of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.4.3 Employee Access: Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Clerk/Treasurer. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Clerk/Treasurer.

5 HOURS OF WORK

5.1 Work Schedules

5.1.1 Workday/Workweek: Employees will normally work five consecutive days, Monday through Sunday, eight hours per day, exclusive of lunch break. It is the intent of the Village to operate on work schedules that provide the most efficient use of straight time pay and reduce overtime to the lowest possible amount while ensuring the most service to the public.

5.1.2 Change in Schedule: In the event the Village changes a work schedule (hours, time or days of work) the Supervisor of the Electric Department will discuss the change with the affected employees, provide a trial period if requested, and discuss the trial period result with the affected employees. Employees will be given at least five working days notice of any change in a work schedule, except for temporary changes. Adjusted work schedules shall be reduced to written schedules filed with the Union. There shall be no rescheduling of work days or tour of duty for the purpose of avoiding overtime, without at least 36 hours advance notice of the different daily or weekly schedule (for example, to replace another employee who is absent), but for not more than two consecutive weeks.

5.1.3 Procedure for Assigning Additional Hours: In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, the opportunity shall first be offered on a rotational basis to employees in that job title. In the event no employee volunteers, the work shall be assigned on a rotating basis to employees in that job title.

5.1.4 Errors in Assigning Additional Hours: In the event the Village makes an error in the assignment of additional hours, the next opportunity to work additional hours will be offered to the employee who should have been offered the additional hours.

5.1.5 Time Clocks: Employees shall punch in and out each day that they work. No employee shall punch in or out another employee's time card, nor shall a foreman direct or approve such action. If an employee cannot punch the employee's own time card, that employee shall notify the Supervisor of the Electric Department to receive a time adjustment.

5.2 Notification of Absence

5.2.1 Tardiness: Tardiness is unacceptable. Hourly employees are paid for time worked. Employees shall call the Dispatcher before the start of the work day in the event that they will be late for work, except when they are unable to call due to circumstances beyond their control.

5.2.2 Notification of Sick Leave: Employees shall notify the Village Dispatcher (or as directed by the Supervisor of the Electric Department) at least fifteen minutes before the start of the work day for unscheduled absences. Failure to give such notification, unless beyond the control of the employee, shall result in loss of pay for that day.

5.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Supervisor of the Electric Department prior to leaving.

5.3 Meal Periods & Break Periods

5.3.1 Meal Period: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Supervisor of the Electric Department, in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Supervisor of the Electric Department, an employee may leave the work-site during the meal period.

An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

5.3.2 Use of Vehicles: Employees who are away from their department in a Village vehicle may use the Village vehicle for transportation to a lunch location within the Village limits rather than return to their department to retrieve their own private vehicle.

5.3.3 Rest Periods: All employees shall be allowed two fifteen-minute breaks (from cessation to resumption of work). The morning break shall be taken approximately in the middle of the first half of the employee's workday and the afternoon break shall be taken approximately in the middle of the second half of the employee's workday, except when the press of work requires that the breaks be taken at different times. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

Rest periods must be approved by the Supervisor of the Electric Department, in accordance with the needs and requirements of the department. Unless otherwise directed by the Supervisor of the Electric Department, all rest periods must be taken at the work-site and may not exceed the time allowed.

6 COMPENSATION

6.1 Wage Rates

6.1.1 Base Wage Rates: The schedule set forth below will be the applicable schedule for the period June 1, 2006 through May 31, 2010, which reflects increases of 3.5% on June 1, 2007; 3.5% on June 1, 2008; and 3.5% on June 1, 2009.

Title	6/1/2006	6/1/2007	6/1/2008	6/1/2009
Senior Lineworker	\$20.73	\$21.46	\$22.21	\$22.98
Lineworker	\$19.04	\$19.71	\$20.40	\$21.11
Lineworker Helper	\$13.10	\$13.56	\$14.03	\$14.52

6.2 Premium Pay for Overtime

6.2.1 Overtime Rate: All hours in excess of forty hours worked in one week shall be paid at time and one-half.

6.2.2 Credit for Paid Leave: Vacation, holidays, personal leave, bereavement leave, and jury duty leave will be included in the computation of overtime. Sick leave will not be included as time worked in the computation of overtime.

6.3 Shift Differentials

6.3.1 Between 11 a.m. and 7 a.m.: Employees whose normal weekly work schedule includes one or more work days beginning after 11:00 a.m. or before 7:00 a.m. will receive an hourly wage rate increase of 10% for that shift. An employee who is regularly scheduled to such hours will receive the differential for all paid leave.

6.3.2 Saturday and Sunday: Employees whose weekly schedule includes either Saturday or Sunday will receive an hourly wage rate increase of 20% for those hours worked on Saturday and/or Sunday. Employees required to work part-time on weekends or holidays, but whose normal work schedule includes forty hours of work Monday through Friday, will be paid under the provisions for overtime and or not eligible for the 20% wage increase.

6.4 Call-Outs

6.4.1 Definition: An emergency callout is defined as any period of work other than the employee's regularly scheduled hours and days, which is not known by the employee prior to the completion of the employee's last regularly scheduled work shift.

6.4.2 Compensation: An emergency callout shall be guaranteed a minimum of three hours pay at time and one-half. If the emergency callout overlaps the regular work schedule, straight time pay shall begin at the end of the three hour period. If, at any time during the three hour emergency callout period, an employee is unavailable for work, the employee will receive compensation only for the time actually worked. The three-hour guarantee stated above applies only when there is an actual emergency callout and not to cases where employees remain at work on overtime. During an emergency callout period, employees may be assigned to more than one task for which they are qualified.

6.4.3 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee arrives at the time clock.

6.4.4 Meal Allowance: The Village will pay for one meal, up to \$6.00, on all emergency callouts over four hours.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays: The holidays listed below will be observed on the day designated by the Board of Trustees in April of each year.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Grand Prix Festival
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

7.1.2 Birthday: In addition to the designated holidays listed in 7.1.1, an employee who has completed one continuous year of full-time employment will receive the employee's birthday as a "designated holiday". The employee must receive prior approval from the Supervisor of the Electric Department, to take the day off. The request must be submitted, in writing, at least one week in advance. The birthday holiday must be taken in whole-day increments within the calendar week that it occurs.

7.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee was not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Supervisor of the Electric Department.

7.1.4 Holiday Pay: An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. An employee is eligible for holiday pay upon the first day of employment.

7.1.5 Assigned to Work on a Holiday: An employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" **or**, with the approval of the Supervisor of the Electric Department, the employee will be paid for all hours worked at the employee's regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within thirty calendar days following the holiday.

7.1.6 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

7.2 Vacation Leave

7.2.1 Allowance (Accrual System): An employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

	CREDITS PER MONTH
Upon hire	6.67 hours (equals 80 hours/year)
Upon start of 5 th year of continuous service	10.00 hours (equals 120 hours/year)
Upon start of 10 th year of continuous service	13.33 hours (equals 160 hours/year)
Upon start of 18 th year of continuous service (hired before 6-1-2006 only)	16.67 hours (equals 200 hours/year)

For example, an employee who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on September 5th will see an increase from 10 hours per month to 13.33 hours per month on October 1st.

7.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

7.2.3 Accrual During Leaves of Absence: An employee who is on an approved leave of absence due to an on-the-job illness or injury shall be considered on the payroll for purposes of accruing vacation. Otherwise, an employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

7.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of one-hundred and sixty hours. Any vacation credits in excess of one-hundred and sixty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

7.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any fiscal year (June 1 through May 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

7.2.6 Scheduling: Written requests shall be given to the Supervisor of the Electric Department at least one week in advance, for three or more consecutive days of vacation. All vacation time must be approved in advance and will not be used to cover unscheduled absences after the fact. The Supervisor of the Electric Department has the right to refuse or approve all requests in the best interest of the department. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. An employee may take vacation leave only after it has been credited. Vacation leave may not be used in increments of less than "half days".

7.2.7 Termination of Employment: In the event the employee resigns, retires, or is laid off, the employee will be compensated at the employee's then current regular rate of pay for vacation leave credits earned but not used. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Village will pay the employee's estate for any unused vacation leave.

7.3 Sick Leave

7.3.1 Allowance (Monthly Accrual): During the first five years of consecutive employment, an employee will be credited with eight hours of paid sick leave at the end of each month. An employee may accumulate sick leave credits to a maximum of four hundred and eighty hours.

At the commencement of an employee's sixth year to retirement, an employee will be credited with ten hours of paid sick leave at the end of each month. An employee may accumulate sick leave credits to a maximum of fifteen hundred and twenty hours (190 eight-hour days). Any sick leave credits in excess of the maximum will be cancelled.

7.3.2 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

7.3.3 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. Sick leave is allowed to be used by the employee for the employee's own dental appointments or medical appointments or examinations that cannot be scheduled during non-work hours. An employee may take paid sick leave only after it has been credited. All leaves shall be allowed in one to eight hour units.

7.3.4 Family Sick Leave: An employee may use a maximum of forty hours per year of accrued sick leave for the purpose of family health care if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, grandparent, and spouse's parent, or any person with whom the employee makes a primary residence.

7.3.5 Notification of Sick Leave: Employees shall notify the Village Dispatcher (or as directed by the Supervisor of the Electric Department) at least fifteen minutes before the start of the work day for unscheduled absences. Failure to give such notification, unless beyond the control of the employee, shall result in loss of pay for that day.

7.3.6 Medical Verification: The Village may require medical verification of an employee's absence if the Village perceives the employee is demonstrating a pattern of sick leave abuse. The Village may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

7.3.7 Retirement Credit: The Village will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: $130 \text{ unpaid sick leave days} \div 260 = .50$ or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

7.3.8 Retirement Cash-Out or Premium Payments: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System can choose either cash reimbursement or payment of medical insurance premiums until sick leave credits are exhausted. An employee who elects to receive cash payment will receive payments valued at one-tenth of the employee's accumulated sick leave at the employee's rate of pay at the time of retirement. For an employee who elects to apply accumulated sick leave credits toward monthly premium payments for medical insurance, the Village will establish an account equal to the sick leave credits multiplied times the employee's rate of pay at the time of retirement. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium.

7.3.9 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

7.4 Personal Leave

7.4.1 Allowance: A full-time employee will be credited with eight hours of paid personal leave on June 1st of each year for use during the following twelve months. Additional personal leave shall be deducted from sick leave accumulation. A maximum of twenty-four hours per year of such additional personal leave is allowed.

7.4.2 New Employees: An employee who is hired after June 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that fiscal year.

7.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

7.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

7.4.5 Scheduling: An employees shall notify the Village Dispatcher at least fifteen minutes before the start of the work day when the employee intends to be absent for a personal day not previously approved. In an emergency situation, a written notification is permitted after the leave has been taken. All leaves shall be allowed in one to eight hour units.

7.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

7.5 Bereavement Leave

7.5.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Parent or Legal Guardian

7.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Grandparent
- Spouse's Parent
- Child's Spouse

7.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Supervisor of Electric Department. The Supervisor of Electric Department shall have total discretion in the approval of such additional bereavement leave.

7.6 Jury Duty

7.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

7.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Supervisor of Electric Department.

7.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

8 UNPAID LEAVE

8.1 Leaves of Absence Without Pay

8.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Board of Trustees. Subject to the approval of the Board of Trustees, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

8.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Mayor at least thirty calendar days prior to planned commencement of the requested leave. The Board of Trustees has sole discretion in approving such leave.

8.1.3 Conditions of Leave: The Board of Trustees will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Board of Trustees, in its discretion, deems appropriate.

8.1.4 Failure to Return from Leave: An employee granted leave under this provision will be considered as having resigned if the employee does not return to work at the end of the granted leave period.

9 INSURANCE

9.1 Medical & Dental Insurance

9.1.1 Insurance Plan: The Village will make available major medical, hospital and surgical insurance, a prescription drug plan, vision plan, and a dental plan to each full-time employee and the employee's eligible family. In no event shall the Village be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical or dental bill or expense that is not covered or reimbursed by the insurance plan.

9.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

9.1.3 Change in Insurance Plans: The Village may change the plan carrier and/or offer alternative plans in place of the current plans, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

9.1.4 Premium Payment: The Village will pay eighty-six percent and the employee will pay fourteen percent of the monthly premium for individual, two-person, or family medical and dental coverage, as the case may be. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck on a pre-tax basis.

9.2 Pre-Tax Medical & Dependent Care Accounts

9.2.1 Premiums and Medical Care Expenses: The Village also agrees to provide a pre-tax contribution program designed to allow employees who so choose to pay the employee share of medical insurance costs prior to the calculation of income tax, where consistent with State and Federal tax law. Further, an employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA). Money set aside in an employee's medical care account may be used to cover certain medical, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s).

9.2.2 Dependent Care Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a dependent care flexible spending account (FSA). Money set aside in an employee's dependent care account may be used to cover eligible day care and nursery school expenses for covered dependents.

9.2.3 Election Changes: Eligible employees may enroll or decline coverage in the flexible spending accounts during the annual open enrollment period. Once an election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

9.3 Medical Insurance Buy-out

9.3.1 Eligibility: The covered employees agree to complete a coordination of benefits form by July 1st of each year, detailing all other medical insurance policies in effect for themselves and covered family members. A regular full-time employee who is eligible for medical insurance coverage made available through the Village may receive a cash buy-out in lieu of receiving medical insurance benefits. The employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

9.3.2 Amount of Buy-Out: The employee will receive forty percent of the Village's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Village is contributing 86% of a \$13,000 premium for family coverage, or \$11,180, the amount of the buy-out would be 40% of \$11,180, or \$4472. The buy-out is subject to applicable taxes.

9.3.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

9.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Village. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

9.4 Workers' Compensation Insurance

9.4.1 Coverage: In accordance with New York State law, the Village agrees to maintain insurance coverage for eligible employees who are injured or become ill because of the job (Workers' Compensation). The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

9.4.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Village shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave.

9.4.3 Continuation of Medical Insurance: The Village will continue to make its contributions for medical insurance coverage for an employee who is receiving Workers' Compensation payments for lost time for a maximum of twenty-six weeks for a given injury or illness, provided the employee makes the required employee contribution. Thereafter, the Village will continue to make its contributions for medical insurance coverage only if the employee is drawing full pay by using accrued sick leave credits, provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

9.5 Short-Term Disability Insurance

9.5.1 Coverage: The Village will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

9.5.2 Premium Payment: The Village will pay the full premium for short-term disability insurance for each eligible employee.

9.5.3 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Village will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

9.5.4 Continuation of Medical Insurance: Health insurance payments will be provided by the Village during the period the employee has accrued sick leave, and for one month thereafter, provided the employee makes the required employee contribution. Beyond this period, the employee is responsible for the payment of medical insurance premiums in accordance with COBRA.

10 TRANSITIONAL DUTY

10.1 Transitional Duty Program

10.1.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Village and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Village may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

10.1.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Village. The Village shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Village may be subject to appropriate disciplinary action.

10.1.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

10.1.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and benefits.

10.1.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Village may require a medical examination ordered by the Village as a condition of allowing the employee to return to full duties.

10.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

11 RETIREMENT BENEFITS

11.1 Medical Insurance for Retired Employees

11.1.1 Coverage: The Village offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Village employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Village's medical insurance plan on the retiree's last date of employment with the Village. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

11.1.2 Eligibility: The retiree must meet all of these requirements: 1) have at least twenty years of continuous service with the Village; 2) retire directly from the Village; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

11.1.3 Plan: For a retiree who is not eligible for Medicare, the Village will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Village.

11.1.4 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Village will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Village. The Village will NOT reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

11.1.5 Premium Payment: The Village will pay fifty percent of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

11.1.6 Use of Sick Leave Accruals: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System can choose either cash reimbursement or payment of medical insurance premiums until sick leave credits are exhausted. An employee who elects to receive cash payment will receive payments valued at one-tenth of the employee's accumulated sick leave at the employee's rate of pay at the time of retirement. For an employee who elects to apply accumulated sick leave credits toward monthly premium payments for medical insurance, the Village will establish an account equal to the sick leave credits multiplied times the employee's rate of pay at the time of

retirement. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium.

12 GENERAL PROVISIONS

12.1 Work Accouterments

12.1.1 Work-Related Clothing: The Village will provide work related clothing as per the attached itemized listing agreed upon between the Union work clothing committee and the Supervisor of the Electric Department. Subsequent changes during the term of the agreement would require Board approval.

Employees agree that the Village may place an identifying statement such as: "Village of Watkins Glen" on each item of clothing, and that the items of clothing will not be used for personal use.

Employees will be held accountable for equipment and clothing and will return items at the completion of their employment. Old items shall be submitted to the Supervisor of the Electric Department and new items will be purchased through Central Purchasing. Replacement of lost clothing will be at the expense of the employee.

12.1.2 Safety Glasses: Safety glasses or prescription glasses broken or damaged on the job will be replaced at the Village's expense under the following procedures: The employee will immediately notify the Supervisor of the Electric Department, who will verify the broken or damaged glasses. The employee will call or visit an optical firm that is a participating provider under the Village health insurance plan to replace or repair the glasses. Any costs not covered by the insurance plan will be reimbursed by the Village, other than the normal participating provider co-payment, if applicable. Should an employee choose to have the glasses replaced or repaired by a non-participating Village health insurance provider, the employee will be responsible for the co-payment portion of the cost. In cases where insurance will not cover costs, the Village reserves the right to designate the provider of the glasses.

12.1.3 Safety Equipment: All employees are expected to wear or use safety equipment if required. An employee found on the job not wearing or using required safety items will be ordered off the job site and allowed no more than one hour to return to the job site with all necessary gear. Should the employee violate these conditions a second time, the employee will be sent home with no pay for the remainder of that day. A third violation will result in a three-day suspension without pay. A fourth violation could lead to dismissal.

12.2 Workplace Safety

12.2.1 Safety Meetings: Unless absent on a granted leave, all employees are required to attend scheduled safety meetings. Failure to attend without prior permission of the Village will subject the employee to a three-day suspension without pay.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition: For the purpose of this Collective Bargaining Agreement, the word "Grievance" means any claimed violation, misinterpretation or inequitable application of the expressed terms of this Collective Bargaining Agreement.

13.1.2 Procedure: The grievance procedure shall consist of the following steps:

Step 1. The Union's representative may discuss a grievance of an employee with the Supervisor of the Electric Department. A grievance must be filed or discussed within thirty calendar days from the date of the incident being grieved.

Step 2. If the grievance is not settled at Step 1 to the satisfaction of the Union within five working days, it will thereafter be submitted in the form of a written statement by the Union's representative to the Supervisor of the Electric Department. The written statement shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

Step 3. If the grievance is not settled at Step 2 to the satisfaction of the Union within ten working days, the grievance may thereafter be referred to the Village Board. A meeting between two representatives of the Union and two representatives of the Village will be arranged to discuss the grievance(s). A decision is required from the Village within ten working days after the receipt of the appeal.

Step 4. If the Union does not accept the decision at Step 3, the Union or its representative, within ten working days after the decision at Step 3 was received, or when the Step 3 response should have been received, may file a request with the New York State Public Employment Relations Board (PERB) for assignment of an arbitrator for issuance of an advisory opinion (non-binding). Any bill (PERB or Arbitrator) for costs associated with rendering the advisory opinion are to be shared equally by the Union and the Village.

13.2 Disciplinary Actions

13.2.1 Major Offenses: Offenses such as insubordination, misuse of Village property, theft, assault, sleeping on the job, alcohol or drug use, or violation of the "Village Drug Free Work Place Policy" (as approved and distributed) will be subject to immediate disciplinary action and/or discharge in accordance with due process and Section 75 of Civil Service Law.

13.2.2 Corrective and Progressive Discipline: Any employee who repeatedly violates any of the aforementioned rules or combination of the rules will be subject to disciplinary action and/or discharge in accordance with due process and Section 75 of Civil Service Law. Normally, for minor offenses, the pattern of discipline will be an oral warning for the first offense, a written warning for second offense, and a disciplinary layoff/suspension and/or discharge for the third or additional offenses within any period of eighteen months. This progressive services of penalties will not apply to major offenses such as those discussed in the above paragraph.

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be for a term of three years, commencing June 1, 2006, and ending at the close of business on May 31, 2010.

14.2 Complete Agreement

14.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Village and may not be submitted to the grievance and arbitration procedure, however, the Village recognizes the right of the Association to file an improper practice charge against the Village for a unilateral change in an established term or condition of employment.

14.3 Savings Clause

14.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

14.3.2 Upon the issuance of such decision, the Village and the Association shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

14.4 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

14.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on August __, 2006.

VILLAGE OF WATKINS GLEN

**ELECTRIC DEPARTMENT EMPLOYEES
ASSOCIATION OF WATKINS GLEN**

Judith H. Phillips
Mayor

Daniel Harrington

Donna J. Beardsley
Clerk/Treasurer

Dale Heichel

Michael A. Richardson
Labor Relations Consultant